

Flex Service Terms

These Flex Service Terms (“**Terms**”) contain the terms governing the provision of Flex Services by Interactive Pty Ltd (ABN: 17 088 952 023) of 461 Williamstown Road, Port Melbourne Vic 3207 (“**Interactive**”) and the customer named in the Flex Services SOW (“**Customer**”). The Master Services Agreement applies to these Terms and the Flex Services SOW.

1 Flex Services

- 1.1 Flex Services can be provided for cyber security and public cloud streams, as is set out in the Flex Services SOW (or such other streams as the parties may agree).
- 1.2 Interactive will perform the Flex Services with due care and skill and in a professional and workmanlike manner.
- 1.3 The Customer acknowledges that any time estimates provided are estimates only and are not guaranteed. Changes in priorities or scope, delays, and unforeseen task issues may affect the effort required to complete the requested tasks.
- 1.4 Interactive performs the Flex Services under the Customer’s direction and guidance and may perform the Flex Services remotely or at the Customer Location.
- 1.5 If the Customer requests services that Interactive does not have the knowledge or capability to perform, or that are outside the scope of the applicable Flex Services, Interactive will notify the Customer, and Interactive will not be required to provide the requested service(s).
- 1.6 The Customer acknowledges and agrees that:
 - (a) Interactive only performs Flex Services at the Customer’s direction; and
 - (b) Interactive may not have all the information about the Customer’s IT environment, any particular incident or issue affecting it, the Customer’s operations, or how the Flex Services will impact the Customer or its IT environment.
- 1.7 As Interactive performs the Flex Services at the Customer’s direction, Interactive is not responsible for any loss or liability the Customer incurs, or may incur, in connection with the Flex Services, unless the loss or liability was directly caused by Interactive breaching clause 1.2.
- 1.8 During the term of this Statement of Work and for a period of 12 months after the termination of this Statement of Work, a party may not solicit or offer employment to any of the other party’s personnel who have been involved in the performance of the Flex Services. This clause does not prohibit a party from offering employment to any of the other party’s personnel who have applied for a position that has been advertised to the general public in good faith.
- 1.9 Interactive relies on the information provided to it by the Customer to be able to perform the Services as required by this Statement of Work.

2 Term of Flex Services

- 2.1 Interactive will provide each stream of Flex Service for the Individual Term. Each Individual Term commences on the applicable Service Start Date.
- 2.2 For planning and pricing and ensuring continuity of service purposes, and unless otherwise detailed in the Flex Services SOW or otherwise agreed in writing:
- (a) not less than 60 days before the end of the Individual Term or a current Further Term of a Statement of Work, Interactive shall send a written notice to the Customer reminding them of the upcoming renewal;
 - (b) not less than 30 days before the end of the Individual Term or a current Further Term, either party may serve written notice on the other party stating it will not renew a Flex Service; and
 - (c) if no such notice is served under clause 2.2(b), each Flex Service renews for successive terms of 12 months (each successive term being a "**Further Term**"), at the end of the Individual Term and each Further Term.

3 Customer Obligations

- 3.1 The Customer shall:
- (a) provide one primary contact for management and liaison regarding all aspects of the Flex Services and to act as a point of escalation (which will be the person named in the Flex Services SOW or as otherwise notified to Interactive in writing);
 - (b) provide key customer personnel, such as a technology or project owner (which will be the person named in Flex Services SOW or as otherwise notified to Interactive) with authority to:
 - (i) prioritise each task list; and
 - (ii) review and approve executed tasks and changes;
 - (c) ensure business and technology stakeholders are available for knowledge transfer, workshops, reviews and meetings;
 - (d) provide access and authentication credentials as and when required (which may be before the Service Start Date);
 - (e) provide complete and accurate information and directions to Interactive to enable Interactive to perform the Flex Services;
 - (f) act in good faith and generally be collaborative and supportive regarding the Flex Services;
 - (g) provide Interactive personnel with full and safe access to adequate working space, telephones, electricity and internet access whilst Interactive performs Flex Services at the Customer's Location;
 - (h) comply with all applicable occupational health and safety laws;
 - (i) provide access to all relevant documentation and business processes, where required by Interactive;
 - (j) provide necessary access to, and details of, the IT environment (which may include the Customer's public cloud environment) to perform the Flex Services; and

(k) manage and execute any required changes for implementation, to support implementation of Service outputs, if required.

3.2 As all Flex Services are performed at the Customer's direction, the Customer remains responsible for, without limitation, its applications, equipment and data, and for backup and restoration of its data.

4 Flex Sizes

4.1 Each stream of Flex Services is made available as a service purchased in blocks of hours, with extra days available for purchase at the Optional Extra Day Rate.

4.2 The applicable Flex Size for each stream is set out in Flex Services SOW. The Customer may change a Flex Size by notifying Interactive in writing, with the change to take effect on the later of:

(a) the 1st day of the next month; or

(b) the end of the minimum Service Term for the current Flex Size (unless the Flex Size is being increased).

5 Hour Usage and Calculation

5.1 The amount of time consumed from the Flex Size and balance of hours will be tracked by the Interactive Project Manager and shared with the Customer in the weekly project reports. The amount of hours used by Interactive to provide Flex Services in that month (including meetings and workshops) will be deducted from the available balance of hours in the applicable Flex Size.

5.2 Hour usage is calculated as follows:

(a) One hour of Flex Services is deemed to be performed for each Interactive personnel who performs the Flex Services. For example, if two Interactive personnel perform Flex Services for 1 hour each, it will count for 2 hours.

(b) Each request for Flex Services is calculated as a minimum of 30 minutes. If Flex Services are performed for part of a 30-minute period or unit, the time taken will be rounded up to a 30-minute period or unit. For example, 21 minutes for a task for Interactive personnel to perform will be deemed to be 30 minutes; or 1 hour and 21 minutes for a task for Interactive personnel to perform will be deemed to be 1 hour and 30 minutes.

(c) One hour of Flex Services provided After Hours (except for weekends and public holidays) is deemed to use 1.5 hours.

(d) One hour of Flex Services provided on weekends or public holidays is deemed to use 2 hours.

5.3 For all Flex Sizes except the Small Flex Size, unused hours from one month will accrue to the next month but will expire at the end of that month (for example, unused hours from January may be used in February, but will expire at the end of February). Unused hours do not accrue and will expire at the end of the month for the Small Flex Size. All unused hours will expire immediately upon termination of this Statement of Work.

6 Pricing Terms

6.1 The Customer must pay the Service Fee for the applicable Flex Size in accordance with the pricing tables set out in the Flex Services SOW.

- 6.2 The Customer must pay the applicable Optional Extra Day Rate for each day of Flex Services, or part thereof, provided in excess of the applicable Flex Size. Interactive will obtain the Customer's approval for any extra days.
- 6.3 Interactive will issue an invoice for the Service Fees as listed in Flex Services SOW monthly in advance, commencing from the earlier of the following dates:
- (a) the Service Start Date; or
 - (b) 30 Business Days after the date of this Statement of Work, if the Kick-off Meeting has not taken place by that date.
- 6.4 The additional Service Fees for Out-of-Scope Work are Interactive's Standard Charge Out Rates. The Customer may request details of the current Standard Charge Out Rates from Interactive's Contract Representative (or their delegate).
- 6.5 If the Customer requests that Interactive perform any services that are not Flex Services, Interactive will provide a written quote to the Customer for those services. If the Customer accepts that quote in writing, Interactive will perform the services.
- 6.6 Where an item is not specifically included in this Statement of Work and it is necessary to incur a cost for that item, the Customer shall reimburse Interactive at the cost of the item provided that Interactive has obtained the written approval of the Customer prior to incurring the cost.
- 6.7 Where travel is required for the provision of the Services, the Customer shall reimburse Interactive the cost of the travel, provided, however, that Interactive has obtained the written approval of the Customer.

7 Exclusions

- 7.1 The following are excluded from the scope of the Flex Services:
- (a) managed services activities and cloud infrastructure (including any consumption of public cloud resources); if the Customer requires these services the parties will enter into a separate agreement; and
 - (b) any activity or service not specifically listed in this Statement of Work.

8 Title

- 8.1 All title to and ownership of Customer Equipment and infrastructure (if any) remains the property and responsibility of the Customer. The Customer grants to Interactive for the Service Term (including any extensions), where applicable to the Services, a non-exclusive, royalty free and non-transferrable licence, to use the Customer Equipment for the sole purpose of and to the extent necessary for Interactive to provide the Flex Services to the Customer.

9 Partner Associations

- 9.1 The following applies to the extent the Customer consumes Azure cloud resources in connection with the Flex Services:
- (a) The Customer must designate Interactive as the Digital Partner of Record ("**DPOR**"), Partner Admin Link ("**PAL**"), Claiming Partner of Record ("**CPOR**") or similar, as may be required from time to time ("**Partner Association**") to enable Microsoft to recognise Interactive as servicing the Customer's Microsoft Cloud Environment. The Customer authorises Interactive to do all things necessary to designate Interactive as the relevant Partner Association on the Customer's behalf.

- (b) By designating Interactive as the relevant Partner Association, directly or by authorising a third party (including Interactive) to do so, the Customer consents to Microsoft paying fees to Interactive. The fees are for pre-sales support and may also include post-sales support. The fees are based on, and increase with, the size of the Customer's Microsoft Azure cloud resources.

10 General

- 10.1 Interactive may (acting reasonably) vary these Terms or Service Descriptions (as applicable) at any time provided that Interactive notifies the Customer of any proposed material variation in writing no less than 30 days in advance of any such variation and posts an updated version at www.interactive.com.au/terms-and-conditions or such other URL as may be used by Interactive and stated in the notice. The variation to the Terms or relevant Service Description will apply from the version date stated on that document, and by continuing to use the Services after that date, the Customer agrees to the varied Terms or Service Description.
- 10.2 If a variation is proposed in accordance with clause 10.1 that materially and adversely impacts the rights or obligations of the Customer under the relevant Terms or Service Description (including (i) through the imposition of, or increase to, any fee or charge payable by the Customer beyond anything detailed in a Statement of Work, Master Services Agreement, these Terms, or a Service Description but excluding changes required by law or regulatory bodies or third party providers), the Customer may elect to remain on the then current version of the relevant Terms or Service Description by giving fourteen (14) days written notice to Interactive. This notice must be given by the Customer to Interactive within thirty (30) days of Interactive notifying the Customer of the proposed variation. Where this election is made by the Customer the parties will sign an executable copy of the last agreed Terms or Service Description.

11 Definitions

- 11.1 Unless the context otherwise requires, words and expressions defined in the Master Services Agreement have the same meaning in these Terms and any terms not defined herein have the meaning set out in the Master Services Agreement.
- 11.2 The following definitions apply to the Agreement:

Individual Term means, for the Services, the individual term set out in the CMS SOW, commencing on the Service Start Date, as extended in accordance with these Terms.

Master Services Agreement means the Master Services Agreement referred to in the CMS SOW.

Flex Services SOW means the statement of work for Flex Services entered into between Interactive and the Customer named in that statement of work.